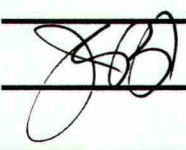
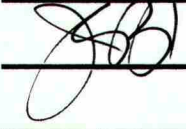


Job:	<u>050-15-LAMPW</u>	
Payee:	<u>Albanese Development Corp</u>	
Req/Inv #:	<u>SEE BELOW</u>	
Cost Code: <i>X</i>	<u>01-50-401</u>	Extra: <u>                    </u>
Pymt Amt:	<u>\$ 7,500.00</u>	Check #: <u>                    </u>
Proj Admin:	<u>MC</u>	Date: <u>09/14/15</u>
Contr Rec'd:	<u>                    </u>	Waiver <u>                    </u>
Insur Cert:	<u>                    </u>	Entered: <u>                    </u>
Project Mgr:	<u></u>	Date: <u>                    </u>
Project Exec:	<u></u>	Date: <u>9.17.15</u>
BRG:	<u>                    </u>	Date: <u>                    </u>
Hold Pymt:	<u>                    </u>	
Category:	<u>                    </u>	

Invoice #	Invoice Date	Amount Due	Description
15055.00	06/09/56	\$ 7,500.00	Reimb 50% Retainer

**Total Payment** \$ 7,500.00

**Albanese Development Corporation**

CONGROUP

THE CONCORD GROUP, LLC

DATE	INVOICE NO	DESCRIPTION	ACCOUNT	INVOICE AMOUNT
2-06-15	15055.00	50% RETAIN LAMPWRK	050-00001-74000	7500.00
CHECK DATE	2-19-15	CHECK NUMBER	7606	TOTAL > 7500.00

PLEASE DETACH AND RETAIN FOR YOUR RECORDS

WARNING-THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

TAC (TM) SUPERVISOR 33FD384D 3864BC E08B 79 2/19/2015 11 56:08 7606 7500 09

**Albanese Development Corporation**

1050 Franklin Avenue  
Suite 200  
Garden City, New York 11530

TD Bank  
855 Franklin Avenue  
Garden City, New York 11530

1-1367 414  
260

DATE  
February 19, 2015

CHECK NO.  
7606

AMOUNT  
\*\*\*\*\*\$7,500.00

Pay:\*\*\*\*\*Seven thousand five hundred dollars and no cents

File Copy

\*\* VOID \* VOID \* VOID \*\*

PAY  
TO THE  
ORDER OF  
THE CONCORD GROUP, LLC  
369 San Miguel Drive, Suite 265  
Newport Beach, CA 92660

\*\*\*\* NOT NEGOTIABLE \*\*\*\*

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

## Susan Robertson

---

**From:** Michael A. Ritz  
**Sent:** Tuesday, February 17, 2015 9:08 PM  
**To:** Susan Robertson  
**Cc:** Chris Albanese; Russell Albanese; Robert J. Franco  
**Subject:** LampWorks - Market Study  
**Attachments:** The Concord Group Proposal - Executed.pdf

ENTERED ON: 2/19/15  
BY: *zjt*

Sue,

As previously approved by CVA, please see attached a proposal from The Concord Group to prepare a market study as part of our diligence for LampWorks, Harrison NJ. I believe the project code is 0058.

The proposal calls for a 50% retainer (\$7,500) to be released at execution of the proposal.

Please let me know if you have any questions, or if I can assist further.

Thanks

*ARC - Lampworks*

MR



**Michael A. Ritz | Vice President**  
1050 Franklin Avenue | Garden City, NY 11530  
T: 516.506.4065 | F: 516.746.0580 | [mar@albaneseorg.com](mailto:mar@albaneseorg.com)  
[www.albaneseorg.com](http://www.albaneseorg.com)

### CONFIDENTIALITY NOTICE

This email contains privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this email is not the intended recipient or the employee or the agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email is strictly prohibited. If you have received this email in error, please immediately notify us by telephone. Thank you.

PAID  
Chk No 7606 Amt \$7,500.00  
Date 02/19/15 Initial zjt





## THE CONCORD GROUP

February 6, 2015

Mr. Michael Ritz  
ALBANESE ORGANIZATION, INC.  
1050 Franklin Avenue  
Garden City, NY 11530

15055.00

**RE: STRATEGIC MARKET OPPORTUNITY ANALYSIS AND PRODUCT PROGRAM  
RECOMMENDATIONS FOR A RESIDENTIAL DEVELOPMENT SITE IN  
HARRISON, NEW JERSEY**

Dear Michael:

Per our discussions, we are pleased to present this proposal-agreement for professional services relative to the above project. We consider the following scope of work and resulting time and fee schedule appropriate for the completion of this engagement and consistent with our prior work for your team.

**BACKGROUND AND OBJECTIVES**

The Albanese Organization, Inc. ("Albanese") is evaluating the development potential of a multifamily for-rent residential development site in Harrison, New Jersey. Current plans call for the adaptive re-use of an old warehouse building as well as a component of new construction. As part of the due diligence process, Albanese management requires a strategic market opportunity analysis for the property culminating in:

- (1) an assessment of current supply and demand conditions facing rental product types in the (includes drivers of macro-level apartment demand – PATH ridership, Manhattan/Jersey City price-out power; job growth, demand elasticity, etc);
- (2) a determination of the likely target renter profiles and user types; and
- (3) market driven product program recommendations tailored to maximize the potential of the site while minimizing risks. These recommendations will include product and unit mix, unit configuration, unit sizes, rent positioning ranges, finish levels, services and amenities required to support the product concept.

**SCOPE OF WORK**

In order to meet the above objectives, we propose the following scope of work:

1. Summarize key demographic and socio-economic information regarding US Generations, macro-market apartment demand, etc.
2. Define and compare relevant apartment submarkets, transit orientation, demand drivers, etc.

251 Kearny Street 6<sup>th</sup> Floor San Francisco California 94108 Phone 415.397.5490 Fax 415.397.5496  
641 Lexington Avenue, Suite 1400 New York, New York 10022 Phone 646.354.7090 x.22

ALBANESE ORGANIZATION, INC.

14073.00

February 24, 2014

Page 2

3. Building on previous experience in the market area, gather relevant socioeconomic and demographic data for the above defined submarkets, and analyze relative to demand for housing, including: the drivers of the economy and related employment growth; commuting patterns; local school performance; population and household growth trends; age/income distribution; lifestyle profiles and other indicators, as necessary.
4. Provide a detailed analysis of key renter profiles in the market area and their needs/wants.
5. Survey selected competitive and comparable projects in competitive or comparable market areas. Projects will be analyzed with regard to location, developer, date of development, product mix, absorption history, product type, square footage and rent/price ranges, premiums, absorption pace and the amenity program, if any, that supports it.
6. Assess current and projected macro trends in the market area, including market rent levels, building permit issuances, vacancies, construction volume, absorption, etc.
7. Compare price distinctions between submarkets.
8. Identify planned or proposed residential projects (as well as product type, price point, mix, unit sizes, etc. where available) and projected timing of delivery.
9. Estimate the potential market depth for residential units (total demand and over/under supply based on timing of planned deliveries) and each submarket's capture potential by price point and product type. These analyses will combine statistical and judgmental methodologies, supply and demand trends, as well as the location and projected timing of the Site's development.
10. Quantify the direction and source of net new household growth in the region and likely fair share for Harrison, New Jersey.
11. Analyze the above information in order to validate the proposed product types, recommend base rent positioning and derive conclusions as to the appropriate character of development, product mix, target audiences, absorption potential, general premium potential, amenities necessary to reach the absorption potential.
12. As a point of comparison, recommend a "blank-slate" product program tailored to maximize the potential of the site while minimizing the risks associated with its development. TCG "blank-slate" recommendations will reflect the apartment product type that represents the best "fit" in the market area based on revenue and absorption potential and will include product type, density, unit size ranges and



ALBANESE ORGANIZATION, INC.

14073.00

February 24, 2014

Page 3

mix, rent levels, interior spec level, community features, target market segments and absorption estimates.

13. Provide summary of syndicated source rent projections as well as TCG future perspective based on supply/demand characteristics of market as well as psychographic profiles.
14. Meet with you to discuss our results in a working session meeting. The discussion will be supported by a set of exhibits including tables, graphs, maps and charts, as necessary.
15. Following the working session, and incorporating its discussions, we will summarize our findings and conclusions in a short summary memorandum.

**TIME AND FEE SCHEDULE**

The completion of the above scope of work through the working session will require two to three weeks and a \$15,000 professional fee. All fees are exclusive of reimbursement for travel expenses. Please see the attached appendix for our expense schedule and billing arrangements.

To confirm your acceptance of the above agreement, please sign in the space provided below and return one copy for our files along with a 50% retainer to:

The Concord Group, LLC  
369 San Miguel Drive, Suite 265  
Newport Beach, CA 92660

We appreciate the opportunity to work with you and your associates on this project, and look forward to our ongoing involvement with your team. Should you have any questions, please call.

Best regards,



Tim M. Cornwell  
THE CONCORD GROUP, LLC

**AGREED AND APPROVED:**

Entity: Albanese Development Corp

By: Michael Ritz

Title: VP

Signature: MR

Date: 2/17/15

### **C. ADDITIONAL SERVICES**

In addition to the scope of work covered in this Agreement, we will be available for work such as team meetings, planning and design review work; presentation to investors, lenders and/or public agencies; periodic updating of reports; financial analysis, design criteria, marketing plan; opinion research work; and other activities related to this project.

Additional services will be billed on the basis of professional time and expense based on our normal hourly or per diem rate. Proposals for other services, indicating scope of work, time and fee schedule, will be submitted upon request. Professional time for court appearances, depositions and public hearings will be billed at 150% of the prevailing hourly rates.

### **D. CLIENT'S RESPONSIBILITIES**

Client agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any. In addition, Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by Client for the performance of The Concord Group, LLC's work.

### **E. TERMINATION**

This Agreement may be terminated by either Client or The Concord Group, LLC by giving written notice. In the event of such termination, Client shall pay The Concord Group, LLC for services and reimbursable expenses performed or incurred to the termination date.

### **F. USE OF DOCUMENTS**

It is understood by The Concord Group, LLC that the findings from this assignment ("Report") are the proprietary property of the Client. It is agreed by the Client that the Report, unless specifically designated by The Concord Group, LLC as an internal document, will be presented to third parties only in its entirety and that no abstracting of the Report will be made without first obtaining the permission of The Concord Group, LLC.

It is further agreed by Client that the Report is not to be used in conjunction with any public or private offering of debt or equity securities without The Concord Group, LLC's prior written consent. The Client agrees to indemnify The Concord Group, LLC against any losses, claims damage and liabilities under Federal and State securities laws which may arise as a result of statements or omissions in public or private offering of securities.

#### **G. GENERAL LIMITING CONDITIONS**

It is understood by the Client that The Concord Group, LLC can make no guarantees concerning the recommendations which will result from the proposed assignments, since these recommendations must be based upon facts discovered by The Concord Group, LLC during the course of the study and those conditions existing as of the date of the Report.

#### **H. ARBITRATION**

Any disputes, claims or other matters arising out of or relating to this Agreement or the breach hereof shall be settled by arbitration in California, in accordance with the Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into any court having jurisdiction thereof. In the event of any arbitration or other legal proceedings pertaining to this Agreement, including the enforcement of any arbitration award, the prevailing party shall be entitled to recover all legal expenses including reasonable attorney's fees.

#### **I. MISCELLANEOUS**

By executing the proposal-Agreement for this assignment, Client and The Concord Group, LLC each bind itself and its successors and assigns to this Agreement. Neither Client nor The Concord Group, LLC shall assign or transfer its interest in this Agreement without the written consent of the other.

This Agreement represents the entire Agreement between Client and The Concord Group, LLC. This Agreement may be amended only by writing, signed by both Client and The Concord Group, LLC

This Agreement shall be governed by California law.